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14 Attorneys for Defendants
15 ENTERPRISE LEASING COMPANY-WEST,
LLC, and ENTERPRISE RENT-A-CAR
16 COMPANY OF LOST ANGELES, LLC

17 **UNITED STATES DISTRICT COURT**

18 **DISTRICT OF NEVADA**

19 * * *

20 CHETNABEN JARIWALA, an individual;
HARDIK JARIWALA, an individual; POOJA
JARIWALA, an individual; KRISHNABEN
JARIWALA, an individual; TOGESH
JARIWALA, an individual; PENUKA PATEL,
an individual; DAXABEN JARIWALA,
individually and as her to the Estate of
KIRITKUMAR JARIWALA; HERISAN
JARIWALA as heir to the Estate of
KIRITKUMAR JARIWALA; ABHISEK
JARIWALA as heir to the Estate of
KIRITKUMAR JARIWALA; ROBERT
ANSAR as Special Administrator to the Estate
of KIRITKUMAR JARIWALA, deceased,
21
22
23
24
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28

Plaintiffs,

CASE NO. 2:18-cv-01532-GMN-VCF

**STIPULATED PROTECTIVE
ORDER AND PROPOSED ORDER
ON SAME**

1 vs.
2 ENTERPRISE LEASING COMPANY-WEST,
3 LLC, a foreign limited liability company;
4 ENTERPRISE RENT-A-CAR COMPANY OF
5 LOS ANGELES, LLC, a foreign limited-
liability company; KIA MOTORS AMERICA,
INC., a foreign corporation; DOES 1 through
100; ROE BUSINESS ENTITIES 1 through
100, inclusive jointly and severally,

Defendants.

7 ENTERPRISE LEASING COMPANY-WEST,
8 LLC, a foreign limited liability company,

Counter-Plaintiff,

10 || vs.

11 KRISHNABEN JARIWALA, an individual,

Counter-Defendant.

STIPULATED PROTECTIVE ORDER

15 This Stipulated Protective Order (“Protective Order”) is stipulated to by and between
16 Plaintiffs Chetnaben Jariwala, Hardik Jariwala, Pooja Jariwala, Krishnaben Jariwala, Yogesh
17 Jariwala, Renuka Patel, Daxaben Jariwala, Herisan Jariwala, Abhisek Jariwala, and Robert
18 Ansara (as Special Administrator of the Estate of Kiritkumar Jariwala, deceased); Defendants
19 Enterprise Leasing Company—West, LLC, Enterprise Rent-A-Car Company of Los Angeles,
20 LLC, and Kia Motors America, Inc.; Counter-Claimant Enterprise Leasing Company—West,
21 LLC; and Counter-Defendant Krishnaben Jariwala; by and through the undersigned counsel, in
22 order to facilitate the exchange of information and documents that may involve production of
23 confidential, proprietary, and/or private information for which special protection from public
24 disclosure and from use for any purpose other than use in this litigation may be warranted, the
25 Parties stipulate as follows:

Definitions

27 1. “Document,” whether used in the singular or plural, means any document or
28 electronically-stored information as set forth in the Federal Rules of Civil Procedure.

2. “Designating Party” means a Party or third party that produces information during the course of this litigation that is deemed “Confidential” pursuant to this Protective Order.

3. “Confidential Information” means any information that is designated as such by a Designating Party. Information may be designated “Confidential” only if the Designating Party has a good-faith basis for believing the information: (a) is confidential under federal or state law or regulations; or (b) contains sensitive personal, financial, or professional information, or confidential or proprietary business information, that is generally unavailable to the public and that, if made available to the public, may be injurious to that Party’s personal, financial, professional, or business interests.

4. “Filing Party” shall mean any Party who seeks to file with the Court documents or other papers reflecting information designated as “Confidential Information.”

5. "Privilege" shall mean the attorney-client privilege, the attorney work-product doctrine, or any other legally recognized privilege, doctrine, or protection that may apply to documents or information in this case.

Use of Confidential Information

6. All Confidential Information produced or exchanged in the course of this litigation shall be treated as confidential and shall be used solely to investigate, analyze, prosecute, and defend the claims raised in this litigation and for no other purpose.

7. Except as specifically provided for in this Protective Order or subsequent Court orders, no Confidential Information shall be revealed, disclosed, or otherwise made known to any person, or made available for inspection and copying to any person, who is not permitted to see such Confidential Information pursuant to the terms of this Protective Order without express written consent of the Designating Party. Before receiving access to any Confidential Information, each person identified below shall execute an agreement to be fully bound by this Protective Order in the form of **Exhibit A**, attached hereto.

- a. Court reporters employed in connection with this litigation;
- b. Outside vendors who are necessary to assist counsel of record in this action in the preparation and trial of this action;

- c. Experts retained by counsel of record in this action;
- d. Deposition witnesses;
- e. Any person or entity to the extent required by operation of law, lawful subpoena, or Court order; and
- f. Any other person with the consent, in writing, of all parties.

8. The Parties agree that the following individuals do not have to execute the agreement contained in **Exhibit A** hereto on the basis that the below individuals have been informed of the terms of this Protective Order and have agreed to be bound by the terms set forth herein as a result of their immediate relationship to this lawsuit:

- a. Counsel of record in this action, including in-house counsel of the Parties as applicable;
- b. Employees of counsel of record in this action;
- c. The Court;
- d. Special masters, settlement judges and/or mediators;

9. Every person given access to Confidential Information shall be advised that the information is being disclosed pursuant to and subject to the terms of this Protective Order, and may not be disclosed other than pursuant to the terms thereof.

10. If any party intends to file with the Court or offer into evidence any document or testimony claimed to reflect or contain Confidential Information, the Filing Party shall file a motion to seal in compliance with the Court's Local Rules of Practice and electronic filing procedures for filing documents under seal. All papers filed under seal will remain sealed until the court either denies the motion to seal or enters an order unsealing them.

If the sole ground for a motion to seal is that the Designating Party has designated a document or testimony as subject to protection pursuant to the Protective Order, the Filing Party must, if practicable, notify the Designating Party at least seven days prior to filing the designated document. The Designating Party must then make a good faith determination if the relevant standard for sealing is met. To the extent the Designating Party does not believe the

1 relevant standard for sealing can be met, it shall indicate that the document or testimony may be
2 filed publicly no later than four days after receiving notice of the intended filing.

3 To the extent the Designating Party believes that relevant standard for sealing can
4 be met, it shall provide a declaration supporting that assertion no later than four days after
5 receiving notice of the intended filing. The Filing Party shall then attach that declaration to its
6 motion to seal the designated material. If the Designating Party fails to provide such a
7 declaration in support of the motion to seal, the Filing Party shall file a motion to seal so
8 indicating and the Court may order the document or testimony filed in the public record.

9 In the event of an emergency motion, or if the above notice period cannot be
10 given, the Filing Party shall file a motion to seal and the Designating Party shall file a declaration
11 in support of that motion to seal within three court days of its filing. If the Designating Party
12 fails to timely file such a declaration, the Court may order the document or testimony filed in the
13 public record.

14 11. Nothing in this Protective Order prevents use or disclosure of Confidential
15 Information beyond its terms if the Designating Party consents to such use or disclosure, or if the
16 Court, after notice to all affected parties, orders such use or disclosure.

17 12. This Protective Order does not in any way restrict a Designating Party's ability to
18 use its own Confidential Information for any purpose.

19 13. Any third party producing documents in this litigation may avail itself of the
20 confidential treatment provided for in this Protective Order for its documents, information, or
21 testimony, by following the procedures provided herein. Any third party that wishes to produce
22 documents, information, or testimony subject to this provision agrees to be bound by the terms
23 and conditions of this Protective Order, and further agrees that any disputes or issues relating to
24 the application, interpretation, or use of the Protective Order will be resolved by the Court in
25 which this litigation is proceeding.

26 **Disputing Confidentiality Designations**

27 14. This Protective Order covers documents, testimony, or other information that the
28 Designating Party (including a third party) believes in good faith contains Confidential

1 Information and so designates as “CONFIDENTIAL” on the document, testimony, or other
2 information. If only a portion of the document, testimony, or other information qualifies for
3 protection under this Protective Order, the Designating Party must designate for protection only
4 those parts of document, testimony, or other information that so qualify. Mass, indiscriminate,
5 or routinized designations are prohibited.

6 15. Information that is in the public domain, or becomes part of the public domain
7 through no violation of this Protective Order, including but not limited to documents or
8 testimony presented at public proceedings in this lawsuit when such information is not presented
9 under seal, may not be designated as “CONFIDENTIAL” or may lose its confidential status as a
10 result of such disclosure. This provision shall not apply to any information that is in the public
11 domain as a result of violation of this Protective Order or any other Court order with respect to
12 such information.

13 16. Designation in conformity with this Protective Order requires:

14 For documents, the Designating Party shall label as “CONFIDENTIAL” each
15 page of the document that contains protected material. If only a portion or portions of the
16 material on a page qualifies for protection, the Designating Party also must clearly identify the
17 protected portions(s) by making an appropriate marking in the margins.

18 For testimony given at deposition, the Designating Party shall identify on the
19 record, before the close of the deposition, that some or all of the testimony or exhibits in the
20 deposition may be confidential. The Designating Party shall have 14 days after the receipt of the
21 transcript and exhibits to designate such information, or portions of such information, as
22 “CONFIDENTIAL.”

23 For testimony given in other pretrial or trial proceedings, the Designating Party
24 shall identify on the record, before the close of the hearing or other proceeding, that some or all
25 of the testimony or exhibits in such hearings may be confidential. The Designating Party shall
26 have 14 days after the receipt of the transcript and exhibits to designate such information, or
27 portions of such information, as “CONFIDENTIAL.”

28

For information produced in some other form other than documentary and for any other tangible items, the Designating Party shall affix "CONFIDENTIAL" in a prominent place on the exterior of the container or containers in which the information or item is stored.

For any briefs, motions, or other pleadings filed with the Court that directly quote from, or describe or summarize in detail, any Confidential Information, such portions of the briefs, motions, or other pleadings shall be redacted and filed under seal in accordance with the terms of this Protective Order.

17. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, the Designating Party must promptly notify all other Parties that it is withdrawing the mistaken designation.

18. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Protective Order for such material. Upon timely correction of a designation, the Parties in receipt of such information must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Protective Order.

Disputing Confidentiality Designations

19. If any Party objects to any designation of Confidential Information, that Party may, after making a good-faith effort to resolve such objection, move on reasonable notice for an order from the Court vacating the designation. While such application is pending, the information shall continue to be treated as Confidential pursuant to this Protective Order. This paragraph is not intended to shift the burden of establishing confidentiality, which remains at all times on the Designating Party.

20. The Parties shall not be obligated to challenge the propriety of a “Confidential” designation within any set period after receiving the designated information.

Demands by Others for Confidential Information

21. If any other person, organization, or governmental entity demands by subpoena or other appropriate authority the production of any Confidential Information produced to it by a Party to this litigation, the Party receiving such demand shall immediately notify the Designating

1 Party of such demand. At its option, the Designating Party may elect to challenge the demand
2 and assert any applicable protections, and shall notify the person, organization, or governmental
3 entity of its challenge within such time as required by law or required by compliance with the
4 demand. When such a challenge is made, the Party who received the demand shall not produce
5 any Confidential Information in the absence of consent by the Designating Party or an order by
6 the issuing Court compelling production.

7 **End of Litigation**

8 22. Absent written permission from the Designating Party or on further order of the
9 Court, this Protective Order shall continue to be binding throughout and after the conclusion of
10 this litigation, including any settlements, appeals, and subsequent proceedings.

11 23. After this case is closed in this Court, the Parties may seek the return of any
12 documents they filed under seal.

13 24. Within ninety (90) days after final adjudication of this case, including appeals or
14 resolution through settlement, unless otherwise agreed to in writing by an attorney of record for
15 the Designating Party, each Party shall either:

16 (a) assemble and return all Confidential Information, including all copies
17 thereof, to the Party that produced it; or

18 (b) certify in writing that all such information has been destroyed, provided,
19 however, that any other Party may seek to retain on a confidential basis
20 any files or documents containing such material:

21 (i) as long as necessary as may be required by statute, regulation, or
22 rule; or

23 (ii) as long as necessary in order to satisfy obligations to insurers and
24 to make insurance recoveries.

25 A Party who seeks to retain documents pursuant to subparagraph (b) above shall
26 promptly so advise the Party requesting return or destruction of such information of its intention.
27 Any disputes concerning the applicability of this paragraph shall be resolved by this Court.

1 Miscellaneous

2 25. Agreeing to, producing, or receiving Confidential Information or otherwise
3 complying with this Protective Order shall not:

4 (a) Prejudice the Parties' rights to object to the production of documents they
5 consider not subject to discovery;

6 (b) Prejudice the Parties' rights to object to the authenticity, relevance, or
7 admissibility into evidence of any document, testimony, or other evidence;

8 (c) Prevent the Parties from agreeing to alter or waive any portion of this
9 Protective Order with respect to any particular piece of Confidential
10 Information; or

11 (d) Prevent any Party from seeking from the Court a modification of this
12 Protective Order, including, but not limited to, additional protection with
13 respect to the confidentiality of any information.

14 26. In the event additional parties join or are joined in this litigation, they shall not
15 have access to Confidential Information until the newly-joined party, by its counsel, has
16 executed and, at the request of any Party, filed with the Court, its agreement to be fully bound by
17 this Protective Order.

18 27. The Parties agree to be fully bound by this Protective Order pending its entry by
19 the Court, and any violation of this Protective Order shall be subject to the same sanctions and
20 penalties as if the Protective Order has been entered.

21 28. The inadvertent production of material protected by the attorney-client privilege,
22 the attorney work product doctrine, or other privilege or protection ("Protected Material") does
23 not waive, estop, or prevent the producing Party from asserting any privilege or other ground for
24 withholding such Protected Material in the course of discovery in this case. A producing Party
25 shall have ninety (90) days after one of its counsel in this case becomes aware that information
26 containing arguably Protected Material has been produced during which to request its return;
27 otherwise, any claim of protection for the Protected Material shall be deemed presumptively
28 waived.

1 All such requests to return Protected Material shall be in writing to lead counsel
2 for all Parties and shall identify the produced Protected Material by Bates range(s). If a
3 producing Party timely requests the return of Protected Material, any Party to which such
4 Protected Material was produced shall, within seven (7) days after the request:

5 (a) Delete the produced Protected Material and all data associated with such
6 Protected Material (including images and metadata such as extracted text)
7 from any database or document management system containing the
8 Protected Material and associated data;

9 (b) Return to the producing Party any disk or other media containing
10 Protected Material;

11 (c) Return to the producing Party or destroy all paper copies of Protected
12 Material;

13 (d) Request in writing that any third party to whom the Protected Material was
14 provided do the same as the above; and

15 (e) Provide a written certification to the producing Party that the receiving
16 Party has followed such procedures.

17 The receiving Party has the responsibility to take reasonable steps to ensure that
18 any third party to which it provided information produced in this litigation that a producing Party
19 later claims is Protected Material is destroyed or returned as outlined herein.

20 If the receiving Party wishes to challenge the producing Party's claim of
21 protection as to the Protected Material, the receiving Party may file a motion with this Court to
22 compel production of such Protected Material.

23 The Parties agree, and the Court hereby orders, that production of Protected
24 Material cannot provide a basis for any third party to seek disclosure or production of the
25 material viewed based on waiver, abandonment, estoppel, prior disclosure, or any other theory,
26 claim, or argument. The production of Protected Material shall not waive any claim of privilege
27 or protection in any other federal or state proceeding.

28 29. This Protective Order may be executed in counterparts.

1 30. In the event any provision of this Protective Order shall be held to be illegal,
2 unenforceable, or inoperative as a matter of law, the remaining provisions shall remain in full
3 force and effect unless such construction shall substantially frustrate the purpose and intent of
4 this Protective Order.

5 31. In the event of breach of this Protective Order, the Parties expressly acknowledge
6 that the non-breaching Party shall be entitled to specific performance of the terms of this
7 Protective Order or other injunctive relief. The Parties expressly stipulate, agree, and
8 acknowledge that an unauthorized release of the Confidential Information is a breach of this
9 Protective Order, and that damages arising from such a breach are not adequately relieved
10 through pecuniary compensation, are not reasonably quantifiable, and are immediately
11 irreparable.

12 **IT IS SO STIPULATED.**

13 DATED this 22nd day of March, 2019.

14 **KOLESAR & LEATHAM**

15 By: /s/ Nicholas J. Fox, Esq.
16 MATTHEW T. DUSHOFF, ESQ.
17 Nevada Bar No. 004975
18 WILLIAM D. SCHULLER, ESQ.
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 3759 Valley Centre Drive, Suite 300
 San Diego, CA 92130

 Attorneys for Defendants
 Enterprise Leasing Company-West, LLC,
 and Enterprise Rent-A-Car Company of
 Los Angeles, LLC

29 *[signatures continued on next page]*

30 DATED this 22nd day of March, 2019.

31 **ALVERSON TAYLOR & SANDERS**

32 By: /s/ Leanne Sanders, Esq.
33 LEANNE SANDERS, ESQ.
34 Nevada Bar No. 00390
35 COURTNEY CHRISTOPHER, ESQ.
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37 6605 Grand Montecito Parkway, #200
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39 -and-

40 THOMAS M. KLEIN, ESQ. - **(Pro Hac Vice)**
41 **KLEIN THOMAS**
42 20 East Thomas Rd., Ste. 2200
43 Phoenix, AZ 85012

44 *Attorneys for Defendant*
45 *Kia Motors America, Inc.*

46 *[signatures continued on next page]*

1 DATED this 22nd day of March, 2019.

2 **LADAH LAW FIRM**

3 By: /s/ Joseph C. Chu, Esq.
4 JOSEPH C. CHU, ESQ.
5 Nevada Bar No. 011082
517 S. Third Street
6 Las Vegas, NV 89101

7 *Attorneys for Plaintiffs*

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DATED this 22nd day of March, 2019.

MESSNER REEVES LLP

By: /s/ Virginia T. Tomova, Esq.
VIRGINIA T. TOMOVA, ESQ.
Nevada Bar No. 12504
8945 West Russell Road, Suite 300
Las Vegas, Nevada 89148

*Attorneys for Counter-Defendant
Krishnaben Jariwala*

ORDER ON STIPULATED PROTECTIVE ORDER

Having read and considered the foregoing Stipulated Protective Order, submitted jointly by Plaintiffs Chetnaben Jariwala, Hardik Jariwala, Pooja Jariwala, Krishnaben Jariwala, Yogesh Jariwala, Renuka Patel, Daxaben Jariwala, Herisan Jariwala, Abhisek Jariwala, and Robert Ansara (as Special Administrator of the Estate of Kiritkumar Jariwala, deceased); Defendants Enterprise Leasing Company—West, LLC, Enterprise Rent-A-Car Company of Los Angeles, LLC, and Kia Motors America, Inc.; Counter-Claimant Enterprise Leasing Company—West, LLC; and Counter-Defendant Krishnaben Jariwala, and **GOOD CAUSE APPEARING**, the Court hereby **ORDERS** as follows:

The Stipulated Protective Order is hereby **ENTERED** by the Court.

IT IS SO ORDERED.

DATED this 22nd day of March, 2019.

Hon. Cam Ferenbach
United States Magistrate Judge

CERTIFICATION OF APPROVAL OF CONTENT

2 I, Nicholas J. Fox, counsel for Defendants Enterprise Leasing Company—West, LLC,
3 and Enterprise Rent-A-Car Company of Los Angeles, LLC, hereby certify that the required
4 parties have approved and accepted the content of the foregoing Stipulated Protective Order, and
5 that I have obtained authorization from all counsel for all parties for their respective electronic
6 signatures on the foregoing Stipulated Protective Order.

7 DATED this 22nd day of March, 2019.

KOLESAR & LEATHAM

By: /s/ Nicholas J. Fox, Esq.

MATTHEW T. DUSHOFF, ESQ.

Nevada Bar No. 004975

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Additional Counsel (Pro bono)

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and

-and-
NICHOLAS J. FOX, ESO

NICH
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3739 Valley Centre Drive
San Diego, CA 92130

San Diego, CA 92130

Attorneys for Defendants

*Attorneys for Defendants
Enterprise Leasing Com-*

Enterprise Leasing Co. Enterprise Rent-A-Car

Angeles, LLC

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Kolesar & Leatham, and that on the 22nd day of March, 2019, I caused to be served a true and correct copy of foregoing **STIPULATED PROTECTIVE ORDER AND PROPOSED ORDER ON SAME** in the following manner:

(ELECTRONIC SERVICE) Pursuant to Rule 5-4 of the Local Rules of Civil Practice of the United States District Court for the District of Nevada, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by that Court's facilities and to the those parties listed below:

/s/ Kristina R. Cole

An Employee of KOLESAR & LEATHAM

KOLESAR & LEATHAM
400 S. Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145
TEL: (702) 362-7800 / FAX: (702) 362-9472